

AGREEMENT

BETWEEN

CITY OF ELKO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL 3

JULY 1, 2014 THROUGH JUNE 30, 2016

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ARTICLE 1  
PREAMBLE

A. This Agreement is entered into between the City of Elko, Elko, Nevada, hereinafter referred to as the "City" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union".

B. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this Agreement.

C. It is recognized by both the City and Union and the employees that the City is engaged in rendering public services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services.

D. All employees shall perform loyal and efficient work and service; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

ARTICLE 2  
RECOGNITION AND APPLICATION

A. The City recognizes the Union as the collective bargaining agent for all employees, as defined in paragraph D of this Article 2 - "Recognition and Application", in separate bargaining units defined as the "Blue Collar Bargaining Unit" and "Clerical Bargaining Unit"; excluding department heads, administrative employees, supervisory employees, seasonal employees, temporary employees, part-time employees, confidential employees, law enforcement employees and fire protection employees.

B. The Blue Collar Bargaining Unit consists of all employees, as defined below, employed in the streets, engineering/public works, landfill, parks, cemetery, airport, animal shelter, golf course, water/sewer operation and sewer plant departments; and all non-law enforcement employees of the police department. This bargaining unit excludes department heads, administrative employees, supervisory employees, seasonal employees, temporary employees, part-time employees, confidential employees, employees in the clerical bargaining unit, law enforcement employees and fire protection employees.

C. The Clerical Bargaining Unit consists of all clerical employees. This bargaining unit excludes department heads, administrative employees, supervisory employees, seasonal

employees, temporary employees, part-time employees, confidential employees, employees in the blue collar bargaining unit, law enforcement employees and fire protection employees.

D. The term "employees" or "employee" as used in this Agreement refers to bargaining unit employees regularly scheduled to work 20 or more hours per week during the entire fiscal year, excluding department heads, administrative employees, supervisory employees, seasonal employees, temporary employees, part-time employees, confidential employees, law enforcement employees and fire protection employees.

E. The parties are in disagreement over the interpretation of NRS 288.140(2) as applied to the parties' negotiations and this labor agreement. The parties agree to seek a declaratory ruling from the Local Government Employee-Management Relations Board if the disagreement regarding this matter becomes an issue.

### ARTICLE 3 EMPLOYEE RIGHTS

A. The City and the Union will not interfere with, or discriminate against, any employee because of membership or non-membership in the Union, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 et seq.

B. The Union recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

C. The provisions of the Agreement shall be applied to all employees in the bargaining unit without any discrimination consistent with federal and Nevada law as to age, sex, sexual orientation, marital status, race, color, religion, national origin, disability, and/or gender identity or expression. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

D. The provisions of this Article 3, "Employee Rights" shall not be subject to the dispute resolution procedures of this Agreement.

ARTICLE 4  
UNION AFFAIRS

A. An employee may utilize either Union Leave as defined in Paragraph C below or annual leave for Union functions including attendance at conventions, conferences, and seminars, subject to prior approval of the employee's department head and the City Manager or designee.

B. The negotiating committee shall not exceed 4 members of the bargaining units unless mutually agreed between the parties. The negotiating committee may utilize either Union Leave as defined in Paragraph C below or annual leave to attend collective bargaining sessions with the City.

C. Employees who are designated by the Business Representative may use Union Leave for the purposes defined in Paragraphs A & B above, subject to the approval of the employee's department head and the City Manager or designee.

1. To establish the Union Leave Bank for the uses defined above, a represented employee may contribute his/her accumulated annual leave or compensatory time off to the Union Leave Bank, subject to the following:
  - a. Employees may contribute annual leave/compensatory time off in one (1) hour increments; and
  - b. The Union Leave Bank will be contributed to, and drawn from, on an hour for hour basis.

D. Employee Deductions.

1. Upon receipt of a written authorization voluntarily executed by an employee, the City will deduct monthly Union dues from the salary of an employee who so requests, and transmit said monies to the Union. The parties shall agree upon the form of the written authorization.
2. The Union shall indemnify and hold the City harmless against any and all claims, demands, costs (including attorneys' fees), suits, and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which arise or may arise out of or by reason of any action taken or not taken by the City pursuant to paragraph 1 above.

ARTICLE 5  
MANAGEMENT RIGHTS

A. The City and the Union agree that the City possesses the sole right to operate the City and all management rights remain vested with the City. In this context, except as specifically surrendered or limited by express provision of this Agreement, all management rights, powers, authority, functions and prerogatives whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the City. It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the right to reduce in force or lay off employees, subject to the provisions of this Agreement regarding procedures for the layoff and/or reduction in force, provided further any layoff or reduction in force shall not be utilized to discipline an employee; the right to determine, including the right to change, appropriate staffing levels and work performance standards; the right to determine the content of the workday, including without limitation workload factors, except for safety considerations; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to decide to contract or subcontract work performed by bargaining unit employees subject to the Union's right to negotiate with the City the impact or effect of such decision; the right to discipline, suspend, demote and/or terminate employees; the right to consolidate City functions; the right to determine City functions; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions, subject to the Union's right to negotiate such matters; the right to introduce new or improved procedures, methods, processes or to make technological changes; and the right to establish or change shifts schedules or work, starting and quitting times.

B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to Chapter 288 of the Nevada Revised Statutes, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

C. The provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the City to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE 6  
NO STRIKE

The Union, any labor organization with whom it is affiliated and the employees covered by this Agreement agree that they will not directly or indirectly promote, sponsor, engage in, participate in or against the City, any strike as defined in NRS 288.070. Further, the Union will use its best efforts to require all employees covered by this Agreement to comply with this pledge.

ARTICLE 7  
DISCIPLINARY ACTION

A. Policy. Except as set forth in paragraph E of this Article, the procedure set forth below shall be followed in respect to any written reprimand, suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of a regular employee covered by this Agreement. No employee shall be disciplined without just cause as determined by the City.

1. Written Notice. Written notice of the intended disciplinary action shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. Such notice shall include a statement of the reason(s) for the intended action, the charge(s) being considered, the effective date of the intended action, and a copy of the documents, if any, upon which the intended disciplinary action is based. A copy of such notice shall be mailed or delivered to the Union at 1094 Lamoille Highway, Elko, Nevada 89801.
2. Employee Response. Within ten (10) working days or fifteen (15) working days in the case of disciplinary termination, the employee shall have the right to respond, orally or in writing, to the City official initially imposing the intended action. A copy of such response shall also be delivered to the City Manager, or designee.
3. Relief of Duty. Notwithstanding the provisions of this Article, the City Manager, or designee, may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigation(s) or the opportunity to respond as may be required to determine if disciplinary action is to be taken.
4. City Response. After review of the employee's response, if any, the City official initially imposing the intended disciplinary action and/or the City Manager, or designee, shall notify the employee in writing of any action to be taken.

B. Appeal. Regular employees may appeal disciplinary actions, including suspensions without pay of any duration. If the employee wishes to appeal the disciplinary action, he/she shall file a written request with the City Manager, or designee, within ten (10) working days of the imposition of the discipline. The appeal shall be heard by the City

Council within thirty (30) days of the written request. The Council shall hear evidence and testimony from the administration and the employee or his/her authorized representative and the Council may, by majority vote, decide to uphold the disciplinary decision or modify the disciplinary decision.

C. If the Union is not satisfied with the decision of the Council, the Union may request in writing to the City Manager within ten (10) days of the Council's decision that the matter be decided in arbitration. The parties shall attempt to agree upon the person who shall be the arbitrator. If the parties are unable to agree, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the American Arbitration Association. The arbitrator shall issue a final and binding decision.

The arbitrator's fees and expenses shall be borne equally by the parties.

A party requesting the use of a court reporter shall pay all fees and costs associated; however, if the other party requests a copy of the product transcript, all such fees and costs shall be shared equally.

D. Timeliness. The time limits set forth in this article must be followed in a timely manner. Failure to follow such time limit will result in a waiver of the provisions of this Article.

E. This Article shall not apply to employees serving a new-hire probationary period. New-hire probationary employees may be discharged at any time without application of or recourse to any provisions of this Agreement or any of the provisions of the personnel policies. The length of the new-hire probationary period shall be six (6) months for all employees. The probationary period may be extended up to three (3) months. If the probationary period is extended for issues not related to the employee's performance, the probation extension shall be by mutual consent of the Union and the City. Documentation shall be submitted which outlines the reason(s) for extensions related to non-performance issues.

## ARTICLE 8 GRIEVANCE PROCEDURE

A. A grievance shall be defined as a dispute between the City and the Union arising over the interpretation or application of a specific aspect of this Agreement which is not a Management Right. Grievances as defined above shall be resolved pursuant to this Article. This Article shall not apply to disciplinary action of any form covered by Article 7. At any step during the grievance process, the employee shall have the option of having Union representation, or a representative of their choice.

B. If an employee feels he/she has a grievance; he/she shall take up the matter with the immediate supervisor within ten (10) days after the employee becomes aware or should have become aware of the event giving rise to the grievance. If the immediate supervisor is

unavailable, or if the employee believes it would be inappropriate to discuss the matter with his/her immediate supervisor, he/she shall take up the matter with the Department Head.

C. The immediate supervisor or Department Head shall make a reasonable effort to reach an acceptable solution to the problem within ten (10) days after it has been submitted to him. Any grievance settlement shall be approved in writing by the Department Head and the City Manager, or designee.

D. If the grievance is not settled during the informal discussion, the Union may proceed with the matter. Within 15 days after the event giving rise to the grievance, the Union shall submit the grievance in writing to the immediate supervisor, the Department Head and provide the following information:

1. The employee's name;
2. The employee's position classification;
3. The employee's department;
4. A complete statement of the nature of the grievance citing the specific section of this Agreement which is the basis for the grievance;
5. Any attempts made to resolve the problem;
6. A proposed solution to the grievance;
7. Signature of a Business Representative of the Union; and
8. The date the grievance arose and the date the employee signed the statement.

E. If the grievance is not settled within ten (10) days after receipt of the written grievance by the City officials as described in paragraph D above, the Union may submit the written grievance with the information outlined above to the City Manager, or designee. The City Manager, or designee, shall arrange for any meetings and investigations necessary to enable him/her to respond in writing to the Union regarding the grievance within fifteen (15) days from the date he received said grievance.

F. If the matter is not settled in the previous step within three (3) days after receipt of the written response from the City Manager, or designee, the Union may, within 10 days of receipt of the City Manager's, or designee's, decision notify the City Manager, or designee in writing of its desire to submit the matter to the City Council. If a resolution is not reached or agreed upon, then the grievance may be submitted to arbitration. If arbitration is chosen, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the American Arbitration Association.

G. The decision of the arbitrator shall be final and binding. The decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

H. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. Nor will the arbitrator have any power to amend, modify, add or delete provisions of this Agreement.

I. The fees and expenses of the arbitrator shall be borne equally by the parties. A party requesting the use of a court reporter shall pay all fees and costs associated; however, if the other party requests a copy of the transcript, all such fees and costs shall be shared equally.

J. The time limits specified in the preceding sections may be extended by the mutual agreement of the parties.

K. Any employee, informally seeking or formally filing a request to have his/her grievance reviewed, shall not be discriminated against while doing so or testifying on behalf of another employee or assisting another employee to prepare a grievance report or acting as a representative of any employee requesting a grievance review.

L. For purposes of this Article, the term "day" means any day Monday through Friday excluding holidays.

M. The time limits set forth in this Article shall be strictly construed. If the Union fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied.

N. If the City fails to respond to the grievance in the time limits established in the preceding sections the matter automatically moves to the next step.

## ARTICLE 9

### HOURS OF WORK, OVERTIME, ON-CALL, CALL-OUT, AND RECORDS

#### A. HOURS OF WORK

1. Except as stated in Paragraph 2 hereafter, rest periods in accordance with City policy, of 15 minutes shall be taken at or near the middle of every four-hour work period as is operationally practical. Upon mutual consent of the supervisor and the employee, the rest periods may be combined and scheduled as needed. Employees shall be at work up until the starting time of the rest period and resume work promptly at the end of the rest period. The immediate supervisor may require that rest periods be taken at the work site.
2. A rest break of 15 minutes in accordance with City policy may be taken once every two hours when working overtime hours contiguous with the employee's regular working hours.

3. Except as may be changed by the City, all employees shall work a forty (40) hour work week, exclusive of unpaid lunches. Should the City's operational requirements prevent employees from taking a lunch through the entire shift, such employees shall be compensated at the appropriate overtime rate, in lieu of the unpaid lunch. Upon mutual consent between the employee and immediate supervisor, employees who are prevented from taking a lunch through the entire shift may be released early, in lieu of receiving additional compensation. For purposes of computing overtime premium, the normal workweek shall start at 00:00:01 hours on Sunday and end at 24:00:00 hours on Saturday.

In the event the City implements a reduction of the forty (40) hour workweek, the change will be discussed with the Union prior to implementing the change.

#### B. OVERTIME

1. Overtime work must be approved by the Department Head in advance.
2. Any work required of an employee on a day when no work was scheduled for him/her, or for which he/she is required to return to his/her place of employment, shall be considered to be at least two (2) hours in duration, and shall be compensated at the overtime rate of pay (1-1/2 times the employee's regular rate of pay). Work required contiguously with the employee's scheduled work hours shall not be considered a call out, but shall be compensated at the overtime rate of pay (1-1/2 times the employee's regular rate of pay) for all time worked. If an employee is called out and finishes the work for which he has been called out in less than two hours of work time, the employee shall contact the person who made the call-out or dispatch to notify them that the assignment is complete, and if no other work is assigned or if the call-out is after 2400 hours, the employee shall be allowed to return to their home.
3. Overtime Compensation.
  - a. An employee regularly scheduled to work a five (5) day, forty (40) hour work week shall be paid time and one-half (1½) his/her regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours in the day, or forty (40) hours in the week, or compensatory time off as set forth below in paragraph 4 of this Article.
  - b. An employee regularly scheduled to work a four (4) day, forty (40) hour work week shall be paid time and one-half (1½) his/her regular straight-time hourly rate of pay for all hours worked in excess of ten (10) hours in the day, or forty (40) hours in the week, or compensatory time off as set forth below in paragraph 4 of this Article.
  - c. Overtime premium pay shall not be pyramided.

4. Overtime compensation may be paid in cash or in compensatory time off under the following restrictions:
  - a. In determining an employee's eligibility for overtime, time in paid leave status, except compensatory time, is considered as time worked.
  - b. Compensatory time off at the standard overtime rate may be granted at the discretion of the Department Head in lieu of cash payment and may be allowed to accrue as compensatory time off, up to a maximum of eighty (80) hours. Any hours in excess of eighty (80) hours will be paid at the applicable rate. If compensatory time in lieu of overtime is allowed by the Department Head, when electing compensatory time or pay, the employee shall choose either compensatory time or overtime. After the employee makes a decision, hours shall not be transferred from the status of overtime pay to compensatory time or from compensatory time to overtime pay. Requests by an employee for compensatory time will not be unreasonably withheld.
  - c. All Department Heads will distribute overtime as equitably as possible among the employees regularly assigned to the type of work required. Employees are expected to work a reasonable amount of overtime and all overtime required during an emergency as required by the City to carry-out its responsibilities. Employees interested in working overtime for that day shall advise their immediate supervisor of their availability prior to noon each day. Regular employees working that day and having the requisite skills to perform the functions shall be offered the overtime before offering overtime to temporary/seasonal employees. The City shall have the right to assign employees overtime by inverse seniority if an adequate number of volunteers are not available to perform the work. Failure of an employee to make themselves available for a reasonable amount of overtime for the City to carry-out its responsibilities and overtime required in accordance with the emergency provisions of this Agreement shall be cause for discipline.

C. On-Call

1. Employees who are placed on call status shall be paid \$1.25 per hour for all rotating on-call assignment hours not worked, in addition to their base rate for regularly scheduled work:
2. "On-call" time refers to off-duty time which an employee is away from the worksite and expected to be easily reached and immediately available to respond on behalf of the City.
3. Any On-Call employee who is assigned an On-Call vehicle will conform to the City of Elko Vehicle Use Policy.

D. Call-Out

The definition of "call-out" pursuant to the collective bargaining agreement differs from the definition of "call-back" pursuant to the Official Policies of the State of Nevada Retirement System (PERS).

Whereas the term "call-out" is defined by the collective bargaining agreement as any work required of an employee on a day when no work was scheduled for him/her, or for which he/she is required to return to his/her place of employment, shall be considered to be at least two (2) hours in duration, and shall be compensated at the overtime rate of pay (1½ times the employee's regular rate of pay). Work required contiguously with the employee's scheduled work hours shall not be considered a call-out, but shall be compensated at the overtime rate of pay.

Conversely, "call-back" pay is defined by PERS as compensation earned for returning to duty after an employee has completed his/her regular shift, is off-duty for any period of time, and is requested to return to duty with less than 12 hours notice. Employees who are held over on their regular shift, or who are requested to return to duty at a time that is more than 12 hours after notice is given do not qualify for "call-back" pay.

When completing time sheets, employees shall designate the amount of notice given in any call-out situation, so as to determine eligibility for PERS "call-back" pay.

E. CERTIFICATION PAY

- a. Upon receiving a CDL (Class B or higher) with an N endorsement, Employees working in the Laborer, Mechanic I, II, III, WRF Technician I, II, III, IV and Electrician classifications shall be paid \$60 per month in addition to their base rate.
- b. Employees who possess a Class A CDL shall be eligible to receive a \$20 per day payment for towing vehicles in excess of 10,000 pounds. This payment shall only be paid for the actual day the vehicle is towed, regardless of the number of vehicle movements in a particular day.
- c. Employees who possess a certification above their current position shall be compensated as follows based on their current certification.

WRF Operator I	\$100 per month
WRF Operator II	\$150 per month
WRF Operator III	\$200 per month
WRF Operator IV	\$225 per month

Water/Sewer Operator I	\$100 per month
Water/Sewer Operator II	\$150 per month
Water/Sewer Operator III	\$200 per month

F. RECORDS AND ATTENDANCE

1. Each employee shall submit accurate attendance, time and leave records.
2. In no instance will the employee's normal commuting time to and from his/her residence to his/her normal place of work be considered as travel time.
3. Employees who will be absent or late shall notify the City by contacting their Department with as much advance notice as possible, but not less than fifteen (15) minutes prior to the start of their shift. Employees who arrive after the start of the shift shall be docked pay in quarter hour (15 minutes) increments. Employees who are held over after the end of their shift shall be paid for time in quarter hour (15 minutes) increments.

ARTICLE 10  
COMPENSATION

- A. Effective July 1, 2014, the salary for all employees covered by this Agreement shall be those reflected in Exhibit A, representing a 1.6% increase from the prior year ending June 30, 2014. Such increases shall be retroactive to July 1, 2014.
- B. Effective July 1, 2015, the salary for all employees covered by this Agreement as set forth in Exhibit A, representing a 2% increase from the prior year ending June 30, 2015.
- C. Pay periods shall be bi-weekly and the dates of payment shall be determined by the City Manager.
- D. Initial appointment to a position shall be made at a rate of pay determined by the Human Resources Manager that is consistent with existing salaries and responsibilities.
- E. Longevity Pay
  1. Employees hired before July 1, 2011 with eight (8) years of continuous service with performance reviews of standard or better shall receive the following longevity pay, with the maximum years of service being twenty-five (25).
  2. Employees hired on or after July 1, 2011 shall not be eligible for longevity pay.

<u>Years of Completed Service</u>	<u>Semi-Annual Amount</u>	<u>Total Annual</u>
8	\$ 150	\$ 300
9	175	350
10	200	400
11	250	500
12	275	550
13	300	600
14	325	650
15	350	700
16	425	850
17	450	900
18	475	950
19	500	1,000
20	525	1,050
21	650	1,300
22	675	1,350
23	700	1,400
24	725	1,450
25	750	1,500

3. Longevity pay shall be payable on first pay period in June and December of each year. An employee will receive the first check during the year following the employee's eighth (8) anniversary year of employment with the City. If the employment anniversary date falls between January 1 and June 30 of the year, the first check will be issued the first pay period in June. If the anniversary date falls between July 1 and December 31 of that year, the first check will be the first pay period in December.
4. For purposes of longevity pay, continuous City service is defined as uninterrupted employment in the classified or unclassified service of City.
5. Authorized leave without pay: If an employee makes proper application for leave without pay, and the City is able to grant such leave, the resulting absence by the employee shall not be considered interruption in service provided the employee returns to City service within one (1) year.
6. The entire period of an authorized leave with pay for which the City deems in writing beneficial to the public service shall be creditable in computing eligibility for longevity pay.
7. Upon the death of any employee presently on the employment records of the City, payment of any salaries due, including longevity pay, shall be paid to the employee's beneficiaries or estate. The City Manager, or designee, and/or the City Attorney shall instruct the Finance Department on the disposition of such cases.

ARTICLE 11  
TEMPORARY PAY

A. A department head, with the approval of the City Manager, or designee, may temporarily appoint one of his/her employees in the same department to a higher classification. An employee holding an acting appointment, and after completing two (2) or more hours, shall receive a 6% increase in their current salary not to exceed the qualified rate of the classification, for the duration of the appointment. This provision will not apply to employees who are assigned to a higher classification for training purposes.

B. An employee who is assigned to act as a temporary supervisor for one (1) or more employees will be compensated up to an additional 10% for all hours worked in such assignment, not to exceed the qualified rate of the supervisor in that classification.

ARTICLE 12  
SENIORITY

A. Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial probationary period shall not be considered to have seniority, and shall not be considered a regular employee. Preference in vacation scheduling and extra days off shall be by seniority.

B. An employee's continuous service record (seniority) shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one year, the break in continuous service shall be removed from the employee's records, and the employee will begin accruing seniority without loss of previous accrual (not to include the period of leave or separation).

C. Continuous Service:

For purposes of seniority, continuous service is defined as service commencing with appointment to a full-time position and continuing until resignation, retirement, or discharge. The following shall not be considered as breaks in continuous service for all personnel actions:

1. Authorized military leave for active service, provided that the person is reinstated within ninety (90) calendar days following honorable discharge from military service.
2. Authorized military leave for training duties not to exceed fifteen (15) working days in any one (1) calendar year.
3. Authorized leave with pay which the City deems to be beneficial to the public service.
4. Authorized leave without pay for thirty (30) working days or less in any calendar year.
5. Authorized leave without pay of more than (30) days which the City deems beneficial to the public service.
6. Authorized leave without pay which is covered by FMLA.

ARTICLE 13  
CLOTHING, UNIFORM AND TOOL ALLOWANCE

A. Tool Allowance

Employees in the classification(s) of Carpenter, Electrician, Mechanic II, Mechanic III, Lead Mechanic, and Welder will be allotted an ninety dollar (\$90.00) per month tool allowance. Employees in the Mechanic I classification will be allotted a forty-five dollar (\$45.00) per month tool allowance paid semiannually on the first pay period in June and the first pay period in December of each year. The tool allowance is to enable an employee who is required to provide his/her own tools, to replace tools which are broken or worn due to job related use, and/or to purchase any newly required tools.

B. Clothing

1. Employees failing or refusing to utilize the protective devices, apparel, and equipment provided by the City, or failing and refusing to comply with safety rules shall, after proper warning, be subject to discipline up to and including termination.

C. Uniforms

1. The annual uniform allowance for unit employees in the Police Department shall be \$800 for records officers, supervisor of records and animal control officer.

2. One-half of the clothing allowance shall be paid on the first pay period in December, and the first pay period in June of each year.

ARTICLE 14  
HOLIDAYS

A. The following designated days are paid holidays for unit employees:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Nevada Day
8. Veteran's Day
9. Thanksgiving Day
10. The day after Thanksgiving Day
11. Christmas Day
12. Any other day that may be designated by the City Council.

B. A designated holiday is defined as the day a holiday is observed as outlined by Nevada Revised Statute and PERS.

C. Any facility that normally conducts seven day a week operations and is closed on the following actual holidays will, when practical; allow employees regularly scheduled to work paid time off for the actual holiday. The actual holidays are: Christmas, New Year's, Independence Day, and Veteran's Day.

D. The paid time off shall be for the actual number of hours the employee is regularly scheduled for that day. If an employee is required to work any hours on the actual holiday, those hours will be deducted from any paid time off that is granted for that holiday.

E. When an employee works on one of the designated holidays, the employee shall receive in addition to his/her regular pay, one and one-half (1½) times the employee's straight-time-hourly rate for all hours worked on the holiday.

F. If a holiday falls during an employee's paid leave, it shall not be charged as leave.

G. An employee whose regular day off falls on an observed holiday shall receive the employee's straight time hourly rate for eight (8) hours.

#### ARTICLE 15 ANNUAL LEAVE

A. Employees who are employed on a continuous, full-time, forty-hour per week basis shall accrue annual leave credits on the basis of ten (10) hours for each month of service for the first five (5) years of service or one hundred twenty (120) hours of annual leave for each year of service to a maximum accumulation of one hundred sixty (160) hours. After five (5) years of service, employees shall be entitled to fourteen (14) hours for each month of service or one hundred sixty eight (168) hours of annual leave for each year of service to a maximum accumulation of two hundred forty (240) hours. After fifteen (15) years of service, an employee may accumulate a maximum of two hundred eighty (280) hours. An employee shall not be entitled to accrue annual leave until after s/he has been employed six (6) full months continuous regular employment.

B. Employees may use a maximum of two hundred forty (240) hours annual leave in a calendar year. Annual leave in excess of two hundred forty (240) hours in a calendar year must have the prior approval of the Department Head and the City Manager, or designee.

C. Any accumulation above the maximum accumulation for the years of service will be lost on a bi-weekly basis and not credited to the employee. No compensation will be paid for time lost.

D. New-hire probationary employees shall not accrue annual leave until after s/he has been employed six (6) full months continuous regular employment. Upon completion of six

(6) full months of continuous service, the employee will be credited with sixty (60) hours of annual leave. Time off within the first six (6) months of employment is without pay.

E. Any employee who leaves the City service shall be paid his/her current hourly rate for accrued annual leave to a maximum of two hundred eighty (280) hours.

F. If an employee dies who was entitled to accumulated annual leave under the provisions of this Agreement, the heirs of such deceased officer or employee who are successors to his/her estate, upon submitting satisfactory proof to the City Council of their entitlement, shall be paid an amount of hours of accrued annual leave multiplied by the hourly rate of such deceased official or employee less deductions.

G. Approval: No annual leave will be taken without prior approval of the Department Head. The Department Head will respond to all annual leave requests within ten (10) calendar days. Annual leave in increments of less than one quarter (1/4) hour shall not be allowed. Employees with approved scheduled annual leave who are unable to take their leave due to cancellation by the supervisor because of scheduling needs, shall be paid straight time pay for any annual leave which would be lost because of the maximum accumulation of annual leave set forth herein.

H. Employees, while on annual leave, will continue to accrue annual leave.

I. An employee will be charged with annual leave to attend funeral services for persons outside his/her immediate family. Immediate family is defined as: spouse, parent, child, sibling, grandparent, grandchild, immediate in-law, or any other person who is dependent upon the employee.

#### ARTICLE 16 SICK LEAVE

A. All eligible employees shall be entitled to twelve (12) weeks of leave during a twelve (12) month period as provided in the Family Medical Leave Act (FMLA). Employees may utilize all sick leave, compensatory time, and/or annual leave, in that order, and will only be granted enough unpaid leave to total twelve (12) weeks when applying for leave under the FMLA. Employees shall comply with the application process and various provisions of the FMLA. Any paid leave which qualifies under FMLA may be counted as FMLA leave. The City may require appropriate medical information and certifications as allowed by the FMLA when taking leave for the employee or family member.

B. Employees may use accrued sick leave for minor or incidental illnesses, injuries, or dental treatment (those cases which do not qualify under FMLA). The purpose of sick leave is to allow employees who are injured, ill, or attending an appointment with a doctor or dentist continuation of pay while obtaining medical treatment or recuperating from

illness/injury. Sick leave shall be granted for out of area appointments or treatments in eight (8) or ten (10) hour increments (depending on an employee's work schedule), regardless of the length of said appointments or treatments. Upon the request of management, employees shall present proof of attendance upon their return to work. All information concerning an employee's request for sick leave shall be kept confidential between the employee and management. If an employee does not have sick leave available, the employee may use compensatory time, annual leave, or time without pay in that order. Employees who call in sick or leave work early due to illness are expected to remain at home to expedite recuperation, prevent abuse of the sick leave policy, maintain discipline and morale, and maintain public trust. Continuance of pay during absence from duty for minor, incidental, or family sickness shall depend upon compliance with the following procedures:

1. On the first day of absence from duty, the employee, or someone on their behalf, shall notify the City before the start of the shift of the reason for such absence. If the duration of the illness lasts longer than one day, the employee must notify the Department Head periodically to report progress.
2. Within two (2) working days after returning to duty, such employee shall fill out and file with the Department Head a written report and request for approval of the absence as sick leave.
3. With just cause, an employee may be required after five (5) days absence to furnish a certificate from a licensed physician or practitioner to support their sick leave claim and identify physical limitations/restrictions, if any.
4. Use of sick leave for immediate family related illness (non-FMLA) is limited to sixty (60) working hours in any one (1) calendar year. Immediate family is defined as spouse, parents, grandparents, brother, sister, child, grandchild, or corresponding relationship by affinity.
5. Upon notifying the department head in advance and receiving prior approval from the department head, an employee shall be entitled to use sick leave in increments of not less than one quarter (1/4) hour. Any combination of work and sick leave on one day shall be considered hours worked for the purposes of computing overtime compensated at the rate of one and one-half (1½).

C. **BEREAVEMENT LEAVE:** In the event of the death of a member of the immediate family, an employee may request up to thirty (30) hours of sick leave for ten (10) hour per day employees and twenty-four (24) hours of sick leave for eight (8) hour per day employees. Immediate family is defined as spouse, parents, grandparents, brother, sister, child, grandchild, or corresponding relationship by affinity. Additional time may be approved by the City Manager, or designee, up to the limits then accrued in an individual case.

D. Regular and family sick leave shall be charged on an hour per hour basis from sick leave accrued for each one quarter (1/4) hour taken.

E. **Accrual**

1. Regular employees shall accrue sick leave from the first day of employment. Emergency sick leave may be allowed during the first three (3) months of continuous

service, with Department Head approval. This emergency leave will be charged to any accumulated or yet to be accumulated sick or annual leave.

2. Employees shall be credited with ten (10) hours of paid sick leave for each month of service.

F. Supplements

1. At such time as an employee exhausts all of their sick leave benefits including extra sick leave; accrued overtime, holiday and vacation credits may be used to continue pay during the remainder of sick leave. Medical progress reports may be required prior to approval of such payments.

G. Misuse

Any employee who calls in sick or leaves work early due to illness or injury shall, except those who leave home to obtain medical treatment or attention, remain at home to expedite their recuperation, prevent the image of abuse of the sick leave policy, help promote good morale and discipline, and preserve public trust.

Any employee fraudulently claiming sick leave shall be subject to disciplinary action up to and including discharge. Disciplinary action could include the forfeiture of all accumulated sick leave and restriction from accumulating and receiving sick leave for a period of one (1) year thereafter.

H. Sick Leave Accrual

An employee may accumulate a maximum of nine hundred sixty (960) hours sick leave. After an employee has accumulated nine hundred sixty (960) hours of sick leave credit, the amount of additional unused sick leave credit, which he/she is entitled to carry forward from one year to the next, is limited to one-half of the sick leave accrual during the year. .

I. Payment of Sick Leave upon Retirement or Death

1. Upon retirement an employee shall be paid accrued sick leave up to nine hundred sixty (960) hours based on the percentage set forth in the Nevada Public Employees Retirement Act (N.R.S. 286.010 and following).
2. If an employee dies who was entitled to accumulated sick leave under the provisions of this Agreement, the heirs of such employee who are successors to his/her estate, upon submitting satisfactory proof to the City Council of their entitlement, shall be paid an amount of money equal to the number of hours of accrued sick leave up to a maximum of nine hundred sixty (960) hours multiplied by the hourly rate of such deceased employee less deductions.

ARTICLE 17  
LEAVE OF ABSENCE

A. Leave of Absence Without Pay

1. Employees may request leave without pay for any reason considered valid by their Department Head upon approval of the City Manager, or designee.
2. An employee desiring to apply for a leave without pay shall submit an application to their Department or Division Head, outlining the necessity or desirability of such a leave. The Department Head shall forward the request to the City Manager, or designee, along with his/her recommendations. Written approval for leave without pay shall be granted only by the City Manager, or designee, with a copy to the employee's file.
3. Leave without pay may be granted only to an employee who desires to return to City service.
4. Leave without pay of less than thirty (30) days may be granted by the City Manager, or designee.
5. Leave without pay of thirty (30) days or more may be granted for the good of the public service by the City Council.
6. While on authorized leave without pay, sick leave and annual leave will not accrue. In addition, the employee will be required to pay the employer's and dependents' portion of the group health insurance, if continuation of coverage is desired by the employee.
7. Leave of absence without pay may be granted for any legitimate purpose, including, but not limited to, the following:
  - a. To further an employee's education. (Ordinarily such a leave will be granted only if (1) the employee's absence will not constitute a hardship for fellow employees or supervisors; (2) the leave will directly benefit the City as well as the individual.
  - b. Extended illness of employee when accrued paid leave has been exhausted.
  - c. To care for a member of the immediate family in the event of extended illness or injury, not covered by sick leave usage.
  - d. Necessary leave to take care of personal problems.
  - e. For disciplinary reasons deemed proper by the appointing authority.
8. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrued prior to the leave.

B. Leave of Absence With Pay

1. Leave may be granted by the Department Head with the written approval of the City Manager, or designee, for authorized attendance at official or educational meetings.
2. When an employee serves on a jury, the employee shall claim any jury duty fee to which he/she is entitled by reason of such appearance and forthwith pay the same over to the Finance Department to be deposited in the general fund. The employee shall present proof of service and the amount of jury duty pay received.

An employee subpoenaed to appear as a witness for a job related matter in a court will be paid their regular rate of pay for the actual time spent as a witness. Employees subpoenaed as a witness in non-job-related matters will be allowed to take annual leave or compensatory time off provided the employee gives advance notice of the reason for the absence and submits proof of having been subpoenaed as a witness.

Employees appearing in court as a juror or witness on their scheduled days off shall retain any compensation received for jury/witness duty for the appearance.

3. Authorized military training duties which may comply with the provisions of NRS 281.145.

4. Authorized service for volunteer firefighting or ambulance service as provided within the provisions of NRS 268.404.

C. Unauthorized Absence

1. An unauthorized absence from work shall be treated as leave without pay, and may be a cause for disciplinary action.

2. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from City employment.

3. Exceptions to 1 and 2 will only be granted in extreme emergency and unusual situations.

ARTICLE 18  
MILITARY LEAVE

Military leave will be provided in accordance with applicable law.

ARTICLE 19  
WORK-RELATED INJURY LEAVE

A. Employees are covered under worker's compensation insurance for injuries incurred while on duty. In the event an employee is absent due to an employment-related injury or disability, the employee may use accumulated sick leave and annual leave to draw full pay while absent from work. Such payments from the City shall not extend beyond an employee's accumulated sick leave, compensatory time, and annual leave. If the injured employee receives compensation from the worker's compensation carrier, he shall turn over to the City the worker's compensation received, while simultaneously receiving sick leave, compensatory time, or annual leave benefits from the City. After the employee exhausts his accrued sick and annual leave, said employee will retain any further worker's compensation benefits. The employee's sick leave and annual leave will be deducted on a 33 1/3% basis while receiving both City and worker's compensation benefits. If worker's compensation benefits are rejected, accrued sick leave, compensatory time, and/or annual leave will be deducted at straight time.

B. Employees suffering on-the-job injuries, where the potential for a worker's compensation claim exists, must file a claim form (Workers Report of Injury, C-1) with the Finance Department within six (6) days of such accident. This is in addition to any other form required as a result of such injury. The employee will be solely responsible to complete the required form, except

for incapacity; then the department head shall be responsible. Failure to complete this form within six (6) days of the injury may jeopardize said claim.

C. All employees shall immediately report to their supervisor and City Office any injury sustained by them or by others as a result of performance of their duties as a City Employee.

D. City Vehicle Involved In Accident

1. An employee involved in a vehicle accident with city-owned equipment shall immediately report the accident to the Police Department and to the immediate supervisor. The Police Department shall take photos of the accident scene if possible.

2. If a City vehicle causes damage to public or private property, an uninjured employee shall not leave the scene of the accident until the police arrive or the employee's immediate supervisor has advised the employee what to do.

3. If a City employee is convicted of a citation as a result of an accident, the employee may be subject to disciplinary action.

ARTICLE 20

HEALTH AND WELFARE AND EMPLOYEE ASSISTANCE PROGRAM

A. Group Insurance.

1. All regular, full-time employees, after the first of the month following a thirty (30) day waiting period from the first day of their employment and pursuant to the eligibility requirements of the current Benefits Program may enroll in the City's group health, dental, life, and vision insurance plan(s); provided, however such employee is not excluded from enrollment by conditions of the insurance contract(s). All provisions of employee and dependent health insurance shall be in accordance with the current effective Master Plan Document and premiums established.

2. City Employee Share of Premium.

a. The City shall pay 100% of the cost of the premium for group health, dental, life, and vision insurance covering the employee.

b. To the extent provided by law, the employee shall have the option of converting the health, dental, life, and vision insurance coverage at the time of his/her separation from employment with the City.

3. Employee Dependent Share of the Premium. Employees who desire to have dependent health, dental, life, and vision insurance shall pay for such coverage through payroll deduction.

4. Insurance Committee. Contingent upon approval by the International Association of Firefighters and the Elko Police Department Employees Association, it is agreed that an Insurance Committee is established. The purpose of the Committee is to discuss group health insurance plan selection options and to make recommendations to the City Council and the respective bargaining units.

B. Employee Assistance Program.

1. The City of Elko recognizes that almost any human problem can be successfully treated provided it is identified in its early stages and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, marital or family distress, alcoholism, or drug abuse.

2. Benefits are payable for charges due to alcoholism, drug abuse, and mental or nervous disorders for insured employees and insured dependents under the City of Elko's group health plan. More complete information is available from the insurance agency administering said plan.

3. The purpose of this policy is to assure employees that if such personal problems are the cause of unsatisfactory job performance they will receive careful consideration and an offer of assistance to help resolve such problems in an effective and confidential manner.

4. Employees are assured that their job, future, and reputation will not be jeopardized by utilizing this assistance.

5. Employee's problems causing unsatisfactory job performance will be handled in a forthright manner within the established employer's health and personnel administrative procedures and all records will be preserved in the highest degree of confidence.

6. In instances where it is necessary, sick leave may be granted for treatment or rehabilitation on the same basis as is granted for ordinary health problems.

7. Employees who have a problem which they feel may affect work performance are encouraged to voluntarily seek counseling and information on a confidential basis.

8. Employees referred through the program by their supervisor may be required by the City to secure adequate medical, rehabilitative counseling or other services as may be necessary to resolve his/her problem.

9. It will be the responsibility of the employee to comply with the referrals for diagnosis of his/her problem and to cooperate and follow the recommendation of the diagnostician or counseling agent.

10. If the employee accepts the offer of help and the job performance or attendance problems improve to a satisfactory level, no further action will be taken. If the problems are not resolved to a satisfactory level additional disciplinary action, up to and including discharge, will be taken.

11. If the employee refuses the offer of help and job performance or attendance problems continue, regular disciplinary procedures will apply, up to and including termination.

12. The designated contact person within the City of Elko shall be the Human Resources Manager or his/her designee.

C. The City shall pay 100% of the cost of the premium for a \$30,000 Group Term Life Insurance policy for employees covered by the Health Insurance.

## ARTICLE 21 RETIREMENT

A. The retirement rights of the employees shall be the same as those provided by Chapter 286 of the Nevada Revised Statutes ("Public Employees' Retirement Act"). This agreement shall be interpreted consistent with the provisions and requirements of the Public Employees' Retirement Act. In the event of inconsistency, the terms of the Public Employees' Retirement Act shall govern.

B. Pursuant to the Public Employees' Retirement Act, the Public Employees' Retirement System ("PERS"), by and through its board, arranges for actuarial valuations and reports on the soundness of the system and establishes the required contribution rate.

C. The City has an employer-paid contribution plan and pays the entire contribution for employees who contribute to the regular employee retirement fund, to permit the entire contribution (including the employee's share) to be made on a pre-tax basis.

D. Pursuant to NRS 286.421.3, employees' salaries must be adjusted to reflect employees' portion of the contributions by either reducing employees' salary or in lieu of an equivalent salary or cost-of-living increase. City and employees are each responsible for equal dollar amounts of the contributions.

E. If the contribution rate increases or decreases in the future, employees' salaries shall be adjusted as required pursuant to NRS 286.421.3. If the contribution rate decreases then, the employees' salaries shall be increased by their one-half share of the contribution decrease. If the contribution rate increases, then employees' salaries shall be reduced by the employees' one-half share of the contribution increase.

F. An employee about to retire is required to provide the City a minimum of sixty days advance written notice in order to allow the City sufficient lead time in hiring a successor. Exceptions may be granted upon written request by the retiring employee through the Department Head to the City Manager.

## ARTICLE 22 SAFETY AND HEALTH

The right way to do any job is the safe way. Employees are expected to prevent accidents by observing the accident prevention program. Employees do this by:

1. Following the recommended practices as set forth by the manufacturer of any equipment used. Employees who have not been properly trained or do not understand how to use a piece of equipment should immediately notify their supervisor prior to using the equipment.
2. Obeying all rules, governmental regulations, signs, markings, and instructions.
3. Reporting all accidents, even minor ones.
4. Not removing, displacing, damaging, destroying, or carrying off any safety device or safeguard provided for employee use.
5. Not interfering with the use of any method or process adopted for employee safety.
6. Complying with Occupational Safety Rules and Health Standards.
7. Reporting immediately any condition or practice believed to be unsafe.
8. Wearing the appropriate OSHA required Personal Protective Equipment (PPE) provided. OSHA required Personal Protective Equipment will be provided by the City at no cost to the employee. Employees who believe they have not been provided with the appropriate PPE should notify their supervisor.
9. Using all prescribed safety equipment when required and maintaining that equipment in good working condition.
10. Not operating equipment which is not in a safe condition.
11. Always using the right tools and equipment for the job.
12. Lifting objects safely by bending knees and keeping back as straight as possible.

13. Practicing good housekeeping by returning all tools, equipment, material, etc. to their proper places.

14. Not participating in horseplay. Employees should avoid distracting others and be courteous to others.

15. Not using drugs and/or intoxicating beverages, or being impaired by such use, while on duty.

16. Being sure all seat belts are fastened and all traffic laws are obeyed when driving a City vehicle.

17. Attending all departmental safety meetings.

18. Watching the bulletin board for safety notices.

The accident prevention program was developed for one reason: to protect employees from workplace injuries. Employees found to be in violation of any of the above may be disciplined, up to and including termination of employment.

#### ARTICLE 23 BUSINESS EXPENSES

When employees are required to travel on official business, the City will pay reasonable amounts for transportation, meals, and lodging as provided by City policy.

#### ARTICLE 24 LAYOFF AND RECALL

A. If the City determines that it is necessary to reduce the work force, the City shall determine whether layoffs shall be implemented on a City-wide basis; or in one or more departments, work groups or job classifications. When the scope of the layoff is determined, affected employees shall be selected for layoff based on merit and length of City service. The factors to be considered in selecting which employees will be laid off include, but are not limited to, prior performance, productivity, efficiency, qualifications, attitude, attendance, punctuality and length of service. Merit based selections shall be supported by an employee's entire work history with the City, including, but not limited to: current/recent performance evaluations, attendance records, documented counseling sessions, and/or disciplinary actions. If the City determines that general performance and other factors are essentially equal between two or more employees to be affected by the layoff, length of service with the City shall determine which employee or employees will be retained.

B. Part-time, seasonal and probationary employees of the affected department shall be laid off before any regular employees.

C. Non-probationary employees due to be laid off shall be given written notice of such layoff at least ten (10) calendar days prior to the effective date. A copy of the notice shall be provided to the Union.

D. Upon being laid off, an employee with City Manager, or designee, approval may elect transfer or demotion to any available position within the City for which the employee possesses the qualifications and ability to perform the work.

E. The names of regular employees laid off shall be placed on the reemployment list within the department which will remain valid for one year. Qualifications, seniority and ability to perform the work shall be the determining factors for returning to work. The City will notify all laid off employees of all City job vacancies for one year.

F. Employees who are reemployed within one (1) calendar year after they are laid off will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff.

G. The City and the Union shall discuss alternatives to any layoff, including reduced workweek, leave of absence, voluntary layoff, and/or other issues which may minimize mandatory layoffs. The term "discuss" shall not require the City to negotiate alternatives to layoff with the Union.

H. Laid off employees shall be paid for accrued sick leave, up to a maximum of one hundred sixty (160) hours.

#### ARTICLE 25 NOTICE OF SHIFT CHANGE

A. Employees with rotating shifts shall be given as much written notice as is practicable, but in no event less than (10) working days prior to a permanent change in their assigned hours.

B. The City shall have the right to institute temporary shift changes to accommodate reasonable operating requirements of the City, including flexible scheduling and seasonal operations. Employees shall be given no less than ten (10) calendar days notice for any temporary shift change

C. Except as provided for in paragraph D, an employee's shift shall not be changed to avoid the payment of overtime. Work required contiguously with the employee's scheduled work hours shall not be considered a call out, but shall be compensated at the overtime rate of pay (1-1/2 times the employee's regular rate of pay) for all hours worked. D. Upon mutual consent between the employee and immediate supervisor, employees who report early to work may be released after working the required number of hours in their regularly scheduled shift (i.e., eight or ten hours, respectively). Under these circumstances, overtime will not be paid unless the employee works more than the required number of hours in their regularly scheduled shift (i.e., eight or ten hours, respectively).

#### ARTICLE 26 NEW JOB CLASSIFICATION PROBATIONARY PERIOD

A. All City employees who are promoted or transfer to another job classification shall be required to serve a six (6) month new job probationary period.

B. An employee filling a job vacancy through a job posting or transfer may be returned to his/her former job if management determines s/he is unable to satisfactorily perform the job. In that event all promotions/transfers, regardless of the number of employees affected, which occurred as a result of the returning employee's promotion/transfer, shall be reversed, returning those employees back to their former position and any employee hired at an entry level position as

a result of the aforesaid promotions/transfers shall be terminated, if an opening for which the employee is qualified does not exist.

ARTICLE 27  
PERSONNEL FILE

A. Each employee shall have the right, upon written request, to review the material in his or her own personnel file, wherever a file is maintained, during normal business hours, Monday through Friday.

B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.

C. All material in the file must be dated and signed by the source of the material. No anonymous letters or material shall be placed in this file. Within thirty (30) days of an employee becoming aware of any material being placed in a personnel file, the employee may submit a written response and such response shall be attached and placed in the personnel file. Employees working day shift can make arrangements with the Director of Human Resources to view their files at reasonable hours before or after their regularly scheduled shift.

D. An employee will, upon written request to the City, receive one (1) free copy of all materials in their personnel file, limited to once per year. Employees requesting additional copies within the same year will be charged the applicable full-service market rate for all additional copies provided.

E. Commendations shall be placed into the personnel file and a copy presented to the employee.

F. The City, in arbitration proceedings, will not make use of any personnel records of previous disciplinary action against the employee involved where the disciplinary action occurred two (2) or more years prior to the event which is the subject of such arbitration.

ARTICLE 28  
EDUCATIONAL ASSISTANCE

A. Full-time, regular employees will be eligible to receive educational assistance as outlined below:

1. Prior written approval of the department head and City Manager, or designee, will be required before attending classes. Employees who do not receive prior approval WILL NOT be eligible for reimbursement.

2. The course must be taken from an accredited college or university or must be an accredited correspondence course.

3. These provisions apply to single courses and not educational programs.

4. The course must be job related or prepare an employee for increased job proficiency.

5. Employees shall not receive regular pay or overtime pay for time in classrooms or time spent studying.

6. Classes shall be taken outside the regularly scheduled shift.
  7. All approvals of submitted requests are subject to available funding and must be within departmental budgets.
- B. Payment of completion of the approved course will be as follows:
1. Tuition and books will be paid at:
    - 100% for an A or B
    - 85% for a C
    - 0 for a D or below
    - 100% for a Pass
    - 0 for a Fail
  2. Upon completion of the course, the employee shall provide the City with receipts for registration and books and copies of the final grade received.
  3. After reimbursement, any books which are purchased shall be turned in to the City for future use by all employees.
- C. The City's financial support of an employee's continuing education shall not be construed as a guarantee of a job assignment or promotion.

ARTICLE 29  
LONG-TERM DISABILITY COVERAGE

A. The City will provide employees with long-term disability insurance for qualifying injuries and/or illnesses, not otherwise covered by workers' compensation insurance. In the event an employee is absent due to a non-employment related injury, illness, and/or disability, the employee will use accumulated sick leave, compensatory time, and/or annual leave in accordance with the provisions outlined in Article 16. After ninety (90) calendar days of absence, the employee will be eligible for long-term disability coverage, amounting to 60% of the employee's monthly income. If the employee receives compensation from the long-term disability provider, he shall turn over to the City the long-term disability compensation received, while simultaneously receiving sick leave, compensatory time, and/or annual leave benefits from the City, to be deducted from existing accruals at a 40% basis. Total compensation, including long-term disability coverage, will not exceed 100% of the employee's monthly income. After the employee exhausts his accrued sick leave, compensatory time, and/or annual leave, said employee will retain any further long-term disability benefits. If long-term disability benefits are rejected, accrued sick leave, compensatory time, and/or annual leave will be deducted at straight time.

ARTICLE 30  
SCOPE OF AGREEMENT AND SAVINGS CLAUSE

A. This Agreement is the entire Agreement of the parties, other than those portions of public employment agreements that are expressly provided for or excluded by State Statute or the Elko City Municipal Code, and terminates all prior arrangements and practices and concluding all negotiations, except as provided in paragraph B below, during the term of this Agreement.

B. This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.

C. The use of the masculine pronoun with respect to employees shall refer to both male and female employees.

#### ARTICLE 31

##### LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS

A. The parties reserve all rights set forth in the Local Government Employee-Management Relations Act (the "Act") (N.R.S. §288.010 and following).

B. The parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this Agreement, the City is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

#### ARTICLE 32

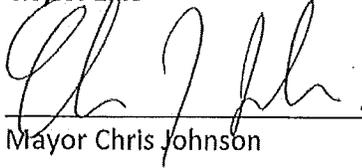
##### DURATION OF AGREEMENT

A. This Agreement shall be effective as of the 1st day of July, 2014, and shall remain in full force and effect until June 30, 2016. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, on or before February 1st of any year thereafter that it desires to modify and/or terminate the Agreement.

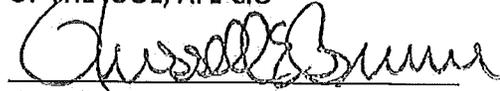
B. Either party wishing to modify and/or terminate this Agreement shall notify the other party, in writing on or before February 1, 2016.

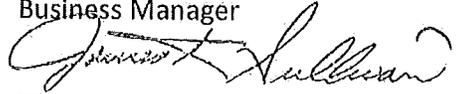
IN WITNESS WHEREOF, the City and the Union have caused this Agreement to be duly executed by their authorized representatives on this 21<sup>st</sup> day of May, 2015.

City of Elko

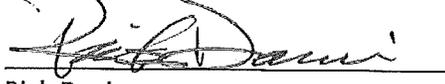
  
\_\_\_\_\_  
Mayor Chris Johnson

OPERATING ENGINEERS LOCAL UNION #3  
OF THE UOE, AFL-CIO

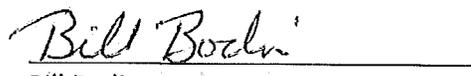
  
\_\_\_\_\_  
Russell E. Burns,  
Business Manager

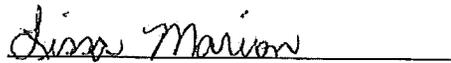
  
\_\_\_\_\_  
James K. Sullivan

Recording-Corresponding Secretary

  
\_\_\_\_\_  
Rick Davis

Director of Public Employees

  
\_\_\_\_\_  
Bill Bodin, Business Representative

  
\_\_\_\_\_  
Lissa Marion

ATTEST:

  
\_\_\_\_\_  
City Clerk